

## CONVEYANCE

**THIS INDENTURE** is executed at the place and date as specified in the “**Seventh Schedule**” below by and between the persons, whose names and addresses are also specified respectively in the said **Seventh Schedule** below as “**Owner**”, “**Developer**” and the “**Purchaser**” respectively of the **First, Second and Third PART**.

(The “**Owner**” and “**Developer**” are collectively referred to as the “**Sellers**”. The “**Owner**”, “**Developer**” and the “**Purchaser**” are individually referred to as “**Party**” and collectively as “**Parties**”)

**BACKGROUND:**

- A. The Owners are the absolute and lawful owner of the property more fully described in the **Part-I** of the **FIRST SCHEDULE** hereto, which was purchased by the Owners from time to time in the name of several companies (the “**SAID LAND**”) as per the particulars of title of the Said Land as more fully described in the **SECOND SCHEDULE** hereto.
- B. The Developer entered into a Development Agreement and subsequently registered the same on 30th September, 2013 before DSR IV, South 24 Parganas and duly recorded in Book No. I, CD Vol. No. 39, Pages 3272 to 3320, Being Deed No. 07675 for the year 2013 (the “**FIRST AGREEMENT**”) with the Owners (then comprising 109 number of companies from serial number 1 to 109 of the below mentioned owners) for developing and/or constructing the Complex, (as defined below) then on a portion of the Said Land (**being Land I**), for the consideration and subject to the terms and conditions contained therein;
- C. By another Agreement Agreement executed on the 09.03.16 and registered the new Development Agreement on 14th March, 2016 before ARA I, Kolkata which was duly recorded in Book No. I, Vol. No. 1901-2016, Pages 72499 to 72598, Being Deed No. 190102043 for the year 2016 (the “**SECOND DEVELOPMENT AGREEMENT**”) by and also between the Developer and Owner (then comprising 112 number of companies from serial number 1 to 112 of the below mentioned owners) some amendments were made in the First Agreement for the area of land i.e. additional area of 17.98 decimal (**being Land II**) again being a portion of the Said land and as given therein; for the consideration and subject to the terms and conditions contained therein.
- D. The land I and II (as purchased from time to time) as also further land already purchased, and to be purchased, are earmarked for the purpose of building an integrated housing and commercial building complex known as “**SOUTHWINDS**” comprising of residential apartments as also commercial units and also other spaces and Common Areas, morefully described in Part-I of the **THIRD SCHEDULE** hereunder written (the “**COMMON AREAS**”) to be constructed in several phases (the “**PROJECT /COMPLEX**”).

- E. The Developer caused a plan prepared by its architects for construction of several buildings and got the said plan sanctioned (the “**Said Plan**”) on a portion of the Said Land and, inter alia, in the First Phase took up construction and development of 608 No.’s of flats in 5 No.s of buildings/blocks (the “**First Phase**”) with provisions for amenities and facilities to be used in common by the occupants of the First Phase and/or the Complex, in due course.
- F. Flats/units in the First Phase of the Complex were offered in the Complex to the intending allottees as per the general terms and conditions registered in the office of DSR IV in Book No. 1 CD Volume No. 27, Pages 1415 to 1476 being no. 04974 for the year 2013 and supplementary general terms and conditions registered in the office of DSR IV in Book No. IV CD Volume No. 1604-2015, Pages 6812 to 6827 being no. 160400720 for the year 2015. (collectively the “**GTC**”).
- G. The Owners 113 to 156 companies (now comprising 156 number of companies from serial number 1 to 156 of the below mentioned owners purchased another parcel of land measuring 397.12 Decimal (**being land III**) which was added to the total quantum of land (already purchased) on which the **Complex** is to be built by the Developer. An Agreement dated 15.03.2017 was entered into and registered in the office of ARA I in book no. I, Volume 1901-2018 pages 14532 to 14993 being no. 190100257 of 2018 for development of the **Land I, Land II and Land III** for the consideration and on the terms and conditions mentioned therein (the “**THIRD AGREEMENT**”). .
- H. The Owners then comprising 156 number of companies from serial number 1 to 156 have executed several Power of Attorneys and registered in the office of ARA III respectively in book no. IV Volume 1903-2018 pages 37940 to 38011 being no. 190301218 of 2018 dated 23<sup>rd</sup> February, 2018, book no. IV Volume 1903-2018 pages 44276 to 44361 being no. 190301219 of 2018 dated 23<sup>rd</sup> February, 2018, book no. IV Volume 1903-2018 pages 39429 to 39497 being no. 190301282 of 2018 dated 28<sup>th</sup> February, 2018, book no. IV Volume 1903-2018 pages 41755 to 41820 being no. 190301367 of 2018 dated 7<sup>th</sup> March, 2018, book no. IV Volume 1903-2018 pages 41821 to 41885 being no. 190301368 of 2018 dated 7<sup>th</sup> March, 2018 and book no. IV Volume 1903-2018 pages 41886 to 41948 being no. 190301369 of 2018 dated

7th March, 2018 in favour of the Developer enabling it to undertake all the obligations set out in the above Development Agreements including but not limited to develop and negotiate sale of the buildings consisting of apartments/flats (“**Units**”) and for that purpose to execute agreements with the prospective purchasers and to receive and appropriate the receipts in respect of the aforesaid sale and to give receipt for the same as per the terms of the Third Agreement and to execute, admit and present for registration, on behalf of the parties, agreements and/or conveyances for sale or lease and/or transfer of flat(s) and/or unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.

- I. The Owners as well as the Developer thereafter for the benefit and betterment of the construction and facilities of the buildings in the **COMPLEX known as “SOUTHWINDS”** gifted and/or transferred 20.23 Decimals of land .
  
- J. The Developer has since completed the construction of the Units in the of the First Phase and also the common areas within the said Phase; including the units comprised within the First Phase and has obtained the completion certificate of the First Phase of the Complex from the authorities and have called upon the Allottees/Purchasers of the said First Phase to complete the transfer/conveyance of their respective apartment together with right to use undivided indivisible share in the land comprised in the plinth of the building/block in which the Said Apartment is situated together with rights and advantaged appurtenant thereto. The Allottees/purchasers of the First Phase have also been informed of the future development being carried on/ to be carried on; at the other Phases in the Complex and have been informed that the ultimate common areas and amenities of the Complex will at all time be shared among all flat owner/ purchasers of the Complex
  
- K. The Second Phase of the Complex is being built on a portion of the Said Land ,comprised of three numbers of building (the “**Second Phase**”); as per the Said Plan and/or as per further plans sanctioned/to be sanctioned in due course.
  
- L. The Third Phase of the Complex is being built on a portion of the Said Land, comprised of one number of new building (the “**Third Phase**”); as per the Said Plan and/or as per further plans sanctioned/to be sanctioned in due course.

- M. The Sellers now have also taken up construction and development of the Fourth Phase comprising of one number of building (the “FOURTH PHASE”) at the Complex as per the said Plan and/or as per further plans sanctioned/to be sanctioned in due course ,as shown in “**RED**” color on Plan ‘A’ annexed hereto and marked as “ANNEXURE-A” and as morefully described in **Part II of the FIRST SCHEDULE** hereto,(the “**FOURTH PHASE LAND**”).
- N. The Owners (then 156) had already agreed to add additional parcels of land measuring more or less 158.06 Decimals, which land is situated in the adjoining area and shown and delineated in colour “GREEN” in Plan “A” attached hereto and marked in Annexure A–thereon (the “FUTURE DEVELOPMENT LAND”). The Owner Nos. 157 to 168 have already purchased the said Future Development Land (being more or less 158.06 Decimal) and have already agreed with The Developer for including the Future Development Land to the Said Land. The Joint Development Agreement by and between the Promoter for such inclusion of the Future Development Land within the Said Land has been executed on 21.12.2019 and registered in the office of ARA I in Book No. 1 CD Volume No. 1901-2019, Pages 47691 to 47807 being no. 190100750 for the year 2019. . Subsequently the owners executed a fresh Power of Attorney on 26.03.2019 and subsequently registered the same in the office of ARA I and recorded in Book I, Volume No. 1901-2019, Pages 117694 to 117842 being No. 190102337 of 2019 in favour of the Developer enabling it to undertake all the obligations set out in the above referred formal Joint Development Agreement including but not limited to development and sale of the buildings consisting of apartments/flats (“Units”) and for that purpose to execute agreements with the prospective purchasers and to receive and appropriate the receipts in respect of the aforesaid allotment/sale and to give receipt for the same as per the terms of the formal Joint Development Agreement and to execute, admit and present for registration, on behalf of the parties, agreements and/or conveyances for sale or lease and/or transfer of flat(s) and/or unit(s) and to appear before the appropriate authority including Registrar and Sub-Registrars.
- O. The said addition of Future Development Land has increased the present area of the Said Land and the revised area of the Said Land has now become more or less 1606.9387 decimals which is morefully described in PART I of the FIRST

SCHEDULE hereunder written. The Allottee has no objection to such increase in the area of the Said Land by the addition of the Future Development Land. The Allottee further agrees to allow and hereby gives consent to the Promoter for modification of plan and/or new sanctioned plan, as the case may be, to incorporate and/or include such Future Development Land and/or the constructions to be made thereon. The Allottee also has no objection to the consequent change in the percentage of undivided interest of the Allottee in the Common Areas and also in the facilities appertaining to the Said Apartment and the Allottee has also no objection and hereby gives his unequivocal and unconditional consent to the Developer for making necessary amendments to the particulars (including amendments to the particulars as prescribed in several prescribed forms under West Bengal Apartment Ownership Rules, 1974, and/or otherwise) submitted/to be submitted to the Competent Authority under the West Bengal Apartment Ownership Act, 1972 and/or the Rules and Bye-Laws framed thereunder in such manner and at such time as may be so required.

The current total land being 1606.9387 Decimals hereinbefore as also hereinafter called the “**SAID LAND**” on which the PROJECT/COMPLEX is being developed and is morefully described in Part I of the **FIRST SCHEDULE** hereto.

- P. The Developer will take up construction and development of other phases of construction of the other Blocks of the Complex in due course as per the Said Plan and/or as per further plans to be sanctioned in due course.
- Q. It is clarified that this Deed of Conveyance relates only to the Fourth Phase. The Sellers have thereafter for the convenience of sales and marketing of the Complex renumbered and/or assigned identification numbers for the Block/Buildings in the Fourth Phase being developed on the Project Land. The Blocks/Buildings as showed in the Sanctioned Plan are now identified as follows:

Block as per Sanctioned Plan	Block as per Sales/Marketing
Block 7	Block 10

- R. The Sellers are fully competent to enter into this Deed of Conveyance and all legal formalities with respect to the right, title and interest of the Sellers regarding the said Land for the Phase of development to which this Deed of Conveyance relates is to be constructed, have been completed.

- S. The Promoters have obtained a layout plan, sanctioned plan, specifications and approvals for the Fourth Phase and also for the apartment or buildings thereon, from Rajpur-Sonarpur Municipality vide plan no. 712/CB/23/04 dated 30.07.2013 and subsequently have revised the same from Rajpur-Sonarpur Municipality vide plan no. 155/Rev/CB/23/38 dated 03/10/2016..Subsequently the Promoters have revised the above mentioned Plan from Rajpur-Sonarpur Municipality vide plan no. 31/REV/03/23/58 dated 13/05/2019 for G+11 storied Building. .
- T. The Promoters have registered the Fourth Phase of the total project and/or the Complex under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on under registration no. \_\_\_\_\_.
- U. The Promoters are further desirous to revise the above mentioned sanctioned plan to increase the Floors to G+15 for the benefit of the Phase/Building/Project (after obtaining necessary approvals, clearances, etc. from the appropriate authorities) in strict compliance with the provisions of the Act and other laws as applicable. The Promoters agrees and undertakes that in consequence to the above mentioned revision there shall be no and/ or nominal or minor change (within the prescribed limits of the Act) in the Carpet area of the units of the Building. . However, the Common areas of the Building, layout as well as the undivided proportionate right in Common areas shall be changed in consequence to the revision as mentioned hereinabove.
- V. Flats/units were offered in the Building to the intending Purchasers and pursuant to such offer the Purchaser applied for allotment of a flat in the Building/Project and thereafter executing an Agreement of Sale dated ..... And registered at ..... being .....with the Sellers (the “AGREEMENT FOR SALE”)Apartment No.[■]having carpet area of [■] (\_\_\_\_\_) square feet, more or less, on the[■]floor in the building/block no. [ ] (the “**BUILDING**”) within the Complex named “**SOUTHWINDS**” along with [■]Nos. of covered parking /covered mechanical parking/open parking/ open mechanical parking No. [■] admeasuring [■] (\_\_\_\_\_) square feet, more or less, also along with balcony/Verandah admeasuring approximately [■] square feet and along with Open Terrace having carpet area of [■] square feet if applicable, as permissible under applicable law and of/together with right to use pro rata share in the Common Areas including External wall

thickness etc. being [.] sqft more or less of the entire Project, which Common Areas is defined in the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project. (morefully described in the **FOURTH SCHEDULE** hereunder written and collectively the said “**APARTMENT**”) and a floor plan showing the Apartment in “**YELLOW**” border thereon is annexed hereto and marked as “**ANNEXURE-B**”.

- W. The Sellers have since completed the construction of the Fourth Phase including the Said Apartment and has also completed the construction of the common areas of Fourth Phase, as per details given in the **THIRD SCHEDULE** hereunder written, (the “**COMMON AREAS**”) and has obtained the completion certificate of the Fourth Phase from the Authorities.
  
- X. In pursuance of the aforesaid and by these presents the Said Apartment (along with the rights appurtenant thereto) and the undivided proportionate share in the Common Area with the right to use such Common Areas, in common, along with other occupants and maintenance staff etc of the Building and/or the Project (without causing any inconvenience or hindrance to them) is being conveyed and/or transferred by the Sellers to the Purchaser.
  
- Y. The Purchaser has made himself fully satisfied about the title, right and entitlement of the Owner in the Said Land, the Said Plan, the construction made by Sellers, all background papers, the right of the Sellers to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.
  
- Z. The Purchaser has understood and has accepted the under mentioned scheme of the development of the Complex.
  - a. **Development of Complex:-** The Sellers are developing and/or proposing to develop in due course, the entirety of the Said Land, comprising the Project, as also other phases of the Complex which are adjacent to the Project Land and/or the Project and also adjacent land, if so purchased by the Sellers.
  - b. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the



Said Apartment and the rights appurtenant and attributable to the Said Apartment. The Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim, of ownership, contrary to the above.

- c. **Common Areas (comprised within the Project) subject to change:** The Common Areas which are comprised within the Project and/or in other phases and/or portions of the Complex shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Developer (without affecting the rights of the Purchaser, prejudicially) to accommodate its future plans regarding the Said Land and/or the Complex and/or additional areas which may be added to the Complex and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas comprised within the Project or to be comprised in other portions of the Said Land and/or the Complex.
- d. **Only User Rights in Common Areas:-** The Purchaser shall only have User Rights in the Common Areas comprised within the Project as also in other Common Areas of other phases of the Complex to the extent required for beneficial use and enjoyment of the Said Apartment and the Purchaser hereby accepts the same and the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area and/or other Common Areas of the Complex.
- e. **Satisfaction of title:** The Purchaser is fully satisfied about the Title of the Owner, right and entitlement of the Developer in the Said Land, the Said Plan all background papers, the right of the Owner and Developer to grant this conveyance, the scheme of the development described above and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- f. **Development of additional land:** Notwithstanding anything contained in this conveyance, the Purchaser shall have no objection and shall be deemed to have granted unconditional approval to the Developer for: (1) integrating or adding future land or buildings to the Complex and for this purpose demolishing boundary walls and affixing gates wherever necessary and connecting existing roads to future roads, (2) extending, modifying, realigning the Common Areas, (3) modifying the Said Plan, as may be necessary in this regard and (4) granting to the other allottees of the apartment/units of other phases of the Complex or to the allottees of flats/units of buildings in added areas, as the case may be, all forms of rights to use the Common Areas.

**1. NOW THIS INDENTURE WITNESSETH THAT:**

- 1.1** In pursuance of the Agreement for Sale **AND** in consideration of the payments made by the Purchaser to the Sellers, as more fully mentioned in the **FIFTH SCHEDULE** herein (the receipt whereof the Sellers do hereby admit and acknowledge and of and from the payment of the same, forever release, discharge and acquit the Purchaser and the Said Apartment and the rights and properties appurtenant thereto) the Sellers doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Said Apartment (along with rights appurtenant thereto) as more fully described in the **PART I** of the **FOURTH SCHEDULE** hereunder written (hereinbefore as also hereinafter referred to as the “**SAID APARTMENT**”) along with the undivided proportionate share as also the right to use the Common Areas, (morefully described in the **THIRD SCHEDULE** hereunder written, hereinbefore as also hereinafter collectively referred to as the “**COMMON AREAS**”) in common along with other occupants and maintenance staff etc of the Building/Project without causing any inconvenience or hindrance to them, morefully described in the **PART II** of the **FOURTH SCHEDULE** hereunder written (collectively the “**COMMON AREA SHARE AND USER RIGHTS**”) **TO HAVE AND TO HOLD** the Said Apartment And The Common Area Share And User Rights (hereinafter collectively referred to as the “**SAID APARTMENT AND THE RIGHTS APPURTENANT THERETO**”) unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Apartment And The Rights Appurtenant Thereto or in anywise appertaining thereto, or any part thereof, usually held. Used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Apartment And The Rights Appurtenant Thereto **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Sellers into or upon the Said Apartment And The Rights Appurtenant Thereto **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all taxes, impositions etc. of the Said Apartment And The Rights Appurtenant Thereto wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the undivided proportionate share in the Common Areas and the right of user and enjoyment thereof shall always be deemed to have been conveyed

to the Purchaser by the Sellers with the Said Apartment even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

## **2. Purchaser's Covenants:**

The Purchaser) doth hereby, agree, accept and covenant with the Sellers as follows:

- 2.1 Inspection of Plan/Fixtures/Fittings:** The Purchaser has, inter alia, inspected and verified all the documents as also the Said Plan of the building(s) of the Project and/or the Said Apartment and is satisfied as to the Said Plan and/or the construction of the building(s) of the Project/ Fourth Phase and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the Said Apartment and also to the nature, scope and extent of benefit or interest in the Project and/or in the common areas.
- 2.2 User:** The Purchaser shall use the Said Apartment only for the purpose of residence and for no other purpose whatsoever. Further, it has been expressly and specifically understood by the Purchaser that the activities of the club proposed within the Complex might cause some disturbance to the Purchaser. Such activities are inclusive of, but not limited to, recreational and sporting activities, lighting arrangements, parties/get-togethers, tournaments and other activities which can be carried out by the Club Management throughout the year. With full knowledge of such activities, the Purchaser has purchased the Said Apartment and hereby undertakes not to raise any objection to any of the activities of the Club to be carried out throughout the year. The Purchaser also undertakes not to make any claim of any nature against the Sellers and/or the Club Management in respect of the activities of the Club.
- 2.3 Use of Common Areas within the Project /other Common Areas:** The Purchaser, along with other purchasers/ occupants of other apartments/units in the Project and/or the Fourth Phase, will be entitled to use and enjoy only such of the Common Areas in the Project and/or other Common Areas within the Complex, as the case may be, which would be earmarked and/or designated for common use by the Developer, at its sole discretion.
- 2.4** The mode and manner of apportionment of maintenance expenses of the Common Areas (either comprised within the Project or other portions of the Complex) amongst the co-owners (including the Purchaser) will be decided by the Complex Maintenance Body, if required, in consultation with the Association both as defined below. Such apportionment of maintenance expenses shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Project and/or other Common Areas of

the Complex, wholly or partly, as the case may be, shall be made to the Complex Maintenance Body or if so decided by the Complex Maintenance Body to the Association, as the case may be, when formed and payment of the maintenance expenses of the Common Areas of the Complex, in the manner so decided by the Complex Maintenance Body (which Complex Maintenance Body shall be deemed to be a federation of all the associations (including the Association) within the Complex) shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses the Developer, till such time it maintains such Common Areas or the Complex Maintenance Body or the Association, when formed, and if so allowed by the Complex Maintenance Body will be entitled to withhold /discontinue the services for the period of non-payment of such expenses by the Purchaser.

## **2.5 The Purchaser shall:**

- 2.5.1 Payment of Rates and Taxes:** On and from the “Deemed Date of Possession” of the Said Apartment, (i.e. the date as may be so decided by the Developer and notified as such to all the allottees including to the Purchaser) pay all taxes, charges, levies and impositions payable as owner or the occupier of the Said Apartment in the Project as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.
- 2.5.2 Use of the Club:** be entitled to use and enjoy the Club as per the applicable rules of the Club to be built within the Complex upon payment of the applicable club charges. In this regard it is clarified that the club facilities are expected to be operational only after the majority of the Purchaser of the Apartment/Units have moved into the Complex and also only after the club management and/or the Developer getting suitable professional operator at a reasonable cost for operating such club facilities.
- 2.5.3 Colour Scheme/Modifications:** Not change/modify / alter the external façade (on all sides) of the Said Apartment or to make any structural changes of any nature, in any manner whatsoever and/or not to change/modify/alter the colour scheme of all areas/ surfaces of the Said Apartment which are part of the exterior elevation and/or part of the exterior colour scheme of the building(s).
- 2.5.4 Good Order and Condition:** Keep the interiors of the Said Apartment and the amenities and conveniences therein in good order and condition, normal wear and tear excepted.

- 2.5.5 Necessary Repairs and Maintenance:** Carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the Said Apartment without causing any inconvenience to the other owners/occupiers of the Project and/or the Fourth Phase.
- 2.5.6 Observance of Laws:** Observe all laws, rules and/or regulations and further ensure that under no circumstances, the Sellers are held responsible or liable for any liability, whatsoever, for the same.
- 2.5.7** That the Allottee agrees and acknowledges that service areas located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per the sanctioned plan and that the Allottee shall not be permitted to use the service areas and the basements in any other manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Sellers and/or the Association, as the case may be, for rendering maintenance services;
- 2.5.8** That the Allottee shall co-operate with the other Co-Buyers and Co-Occupiers of the Project, the Sellers and/or the Association, as the case may be, in the management and maintenance of the Apartment, Building and the Project and shall abide by the directions and decisions of the Sellers and/or the Association, as the case may be, as may be made from time to time in the best interest of the Apartment, Building and/or the Project;
- 2.5.9** That the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the Apartment and shall keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;
- 2.5.10** That the Allottee shall pay to the Sellers or the Association, as the case may be, within 15 (fifteen) days of demand by the Sellers, his share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the Building in which the Apartment is situated;

- 2.5.11** That the Allottee shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Sellers and other Co-Buyers and/or Co-Occupiers of the Project;
- 2.5.12** That the Allottee shall carry out any repair or interior or any other works in the Apartment only between reasonable hours on working days so as not to cause any annoyance, nuisance and/or disturbance to the other Co-Buyers and/or Co-Occupiers of the Project;
- 2.5.13** That the Allottee shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other Co-Buyers and/or Co-Occupiers of the Project. The main electric meter shall be installed only at the common meter space in the Building or Project, as the case may be. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Project, the Said Land and outside walls of the tower(s) save and except in the manner indicated by the Sellers or the Association, as the case may be;
- 2.5.14** That if the Allottee lets out or sells the Apartment, the Allottee shall immediately notify the Sellers or the Association, as the case may be, of the tenant's/transferee's details, including address, email-id and telephone number;
- 2.5.15** That the Allottee shall remain fully responsible for any domestic help or drivers, maids employed by the Allottee and any pets kept by the Allottee;
- 2.5.16** That the Allottee is entering into this Agreement with the full knowledge of all laws, rules, regulations, notifications applicable to the Project and that the Allottee shall comply with and carry out, from time to time after the Allottee has taken over the occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Apartment at his/ her/its own cost; and
- 2.5.17** That the Allottee agrees that the Swimming Pool within the Project will be a facility for enjoyment of the owners of residential apartments including the Allottee and will be used as per the Rules and Regulations framed from time to time. The use of the swimming pool may be, if so decided, be subject to payment of usage charges as so applicable.
- 2.5.18** The Allottee agrees that the Sellers shall, provide connectivity of cable, telecom/ high speed broadband/ other similar telecom and IT facilities to the Project and/or may enter into agreement /contract (on such terms and conditions and for such period as the Sellers shall decide) with two service

providers of its choice for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Sellers within the Project and which would be declared to be common facilities by the Sellers. These contracts/ agreements, if any, entered into by the Sellers shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated providers to all the Flat/Units.

- 2.5.19** The Apartment has been provided with ledge for outdoor unit of split air conditioning system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units.
- 2.5.20** That the Allottee shall Repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes and other fittings and fixtures inside the Apartment, at the cost of the Allottee.
- 2.5.21** That the Allottee shall ensure that the domestic help/service providers visiting the said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.

## **2.6 The Purchaser shall not:**

- 2.6.1 Repair:** Ask the Developer to undertake any repair or rectification work in the Said Apartment.
- 2.6.2 Complaint:** Raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Said Apartment and/or the amenities, utilities and/or facilities provided in the Said Apartment and/or in the Project and/or in the Fourth Phase after the execution of these presents.
- 2.6.3 Nuisance:** Do, allow or cause to be done anything within or in the vicinity of the Said Apartment, which may cause nuisance or annoyance to others.
- 2.6.4 Storage of Hazardous Goods:** Store or bring or allow to be stored and brought in the Said Apartment any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural

stability of the Said Apartment and shall take care while carrying heavy packages , which may damage or likely to likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for making good the said damages;

- 2.6.5 Illegal or Immoral Use:** Use or permit the user of, any portion of the Said Apartment, for any illegal or immoral activities.
- 2.6.6 Cleanliness:** Accumulate or throw any dirt, rubbish, waste or refuse in or about the Said Apartment, other than the area earmarked for such purposes.
- 2.6.7 Hindrances:** Keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors/lobbies and other places of common use in the building.
- 2.6.8 Obstruction:** Do any act, deed or thing whereby the rights of occupiers of other Units in the building in which the Said Apartment is situated is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the Said Apartment.
- 2.6.9 No Ownership Claim:** Neither have nor shall, at any time, in future, claim to have any share and/or interest and/or right of any nature whatsoever (except specifically conveyed under these presents) in other areas of the Project and/or in the Complex and/or in the Common Areas within the Project and/or other Common Areas of the Complex save and except the Said Apartment.
- 2.6.10 Object construction:** Object to the construction of the Complex in phases and/or rights of the Developer to include and develop within and as a part of the Complex additional land and/or added areas over a period of time and/or shall not object to the Developer combining such areas into the Complex with one or more buildings and/or to share and/or apportion any benefit and advantage, access way, portion of utility etc. arising out of such combination /addition with the Complex and/or with the Project.
- 2.6.11 Put up Letter box/signage:** No name writing, letter box, drawing sign board plate neo-sign board or placard of any kind shall be put on in any window on the exterior of the Said Apartment or on the outside wall of the Buildings so as to be visible from outside the Said Apartment. Save at the place as be approved or provided by the Developer Provided however nothing contained herein shall prevent the Purchaser to put a decent name plate on the outface of the main door of the said flat or unit.
- 2.6.12 Object to the installations:** not to object to the erection, and maintenance of hoardings, display-signs, communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roofs



of the buildings and/or other areas in the buildings and/or the Complex which may be allowed to be put up to ensure better connectivity and/or better network within the Building and/or to augment the financial resources of the Association without being required to pay any charges for the same to anyone.

- 2.6.13** That the Allottee shall not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face /facade of the Building or anywhere on the exterior of the Project, the buildings therein or Common Areas;
- 2.6.14** That the Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment;
- 2.6.15** That the Allottee shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor make any alteration in the elevation of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parrdis or other structural members in the Apartment without the prior written permission of the Sellers and/or the Association
- 2.6.16** That the Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the Building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 2.6.17** That the Allottee shall not sub-divide the Apartment and/or any part or portion thereof;
- 2.6.18** That the Allottee shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions;
- 2.6.19** That the Allottee shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the Apartment;
- 2.6.20** That the Allottee shall not install grills/collapsible gate, the design of which has not been suggested and/or approved by the Sellers or the Association or in any other manner do any other act which would affect or detract from the uniformity and aesthetics of the exterior of the Building;
- 2.6.21** That the Allottee shall not build, erect or put upon the Common Areas any item of any nature whatsoever;
- 2.6.22** That the Allottee shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Building or the Project in any manner;

- 2.6.23** That the Allottee shall not use the Apartment or permit the same to be used for any purpose save and except exclusively for residential purpose and use or permit the same to be used for any purpose which may cause or is likely to cause nuisance or annoyance or cause damage or inconvenience to any Co-Buyers and/or Co-Occupiers of the Project;
- 2.6.24** That the Allottee shall not make or permit any disturbing noises in the Apartment by the Allottee himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other Co-Buyers and/or Co-Occupiers of the Project;
- 2.6.25** That the Allottee shall not keep in the garage, if any, anything other than cars or two-wheeler or use the said garage or parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/collapsible gate/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- 2.6.26** That the Allottee shall not park or allow its vehicle to be parked in the pathway or open spaces in the Project or any part or portion thereof, save and except the parking space allotted to the Allottee or any other place specifically demarcated for the parking of the vehicles of visitors of Co-Buyers and Co-Occupiers of the Project;
- 2.6.27** That the Allottee shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the Building in any manner whatsoever;
- 2.6.28** That the Allottee shall not misuse or permit to be misused the water supply to the Apartment;
- 2.6.29** That the Allottee shall not change/alter/modify the name of the Building and the Project from that mentioned in this Agreement;
- 2.6.30** That the Allottee shall not use the name/mark of the Sellers in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Sellers and shall further be liable for prosecution for use of such mark of the Sellers;
- 2.6.31** That the Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the garage or parking space, if any, and the Common Areas;
- 2.6.32** That the Allottee shall not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances;
- 2.6.33** That the Allottee shall not install or keep or run any generator in the Apartment and the garage, if any;

- 2.6.34** That the Allottee shall not smoke in public places inside the Project which is strictly prohibited and the Allottee and his/her/its guests are expected not to throw empty cigarette cartons, cigarette butts and matchboxes in the open and dispose them off in the pre-positioned dustbins after ensuring that the fire is fully smothered/extinguished;
- 2.6.35** That the Allottee shall not pluck flowers or stems from the gardens or plants;
- 2.6.36** That the Allottee shall not throw or allow to be thrown litter on the grass planted within the Project;
- 2.6.37** That the Allottee shall not trespass or allow to be trespassed over lawns and green plants within the Project;
- 2.6.38** That the Allottee shall not overload the passenger lifts and shall move goods only through the staircase of the Building;
- 2.6.39** That the Allottee shall not use the elevators in case of fire;
- 2.6.40** That the Allottee shall not fix or install any antenna on the roof or terrace of the Building or fix any window antenna, save and except at the spaces specifically earmarked for such purpose by the Sellers and/or the Association, as the case may be;
- 2.6.41** That the Allottee shall not put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to outsiders;
- 2.6.42** That the Allottee shall not refuse or neglect to carry out any work directed to be executed in the Building or in the Apartment after he/she/they had taken possession thereof, by a competent authority, or require or hold the Sellers liable for execution of such works;
- 2.6.43** That the Allottee shall not generally do any such things that may disturb peace, harmony, beauty, decency or aesthetic quality of the surroundings of the Building and the Project.
- 2.6.44** That the Allottee shall not install any window air-conditioning units anywhere in the said Apartment and not to change the manner of installation of air-conditioners in the bedrooms (if any) and in such areas where air-conditioners are not installed by the Sellers to install air-conditioners only in designated areas as approved by Sellers.

### **3. Owner's Covenants:**

- a. The Owner doth hereby profess that the Land Share, as mentioned in **Part I** of the **Fourth Schedule**, hereunder written, transferred to the Purchaser subsists and that

the Owner has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title of the Land Share hereby conveyed to the Purchaser/Association.

- b. The Owner doth hereby covenant with the Purchaser that the Owner in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Land Share of the Purchaser attributable to the Said Apartment.

#### **4. Developer's Covenants:**

- a. The Developer doth hereby covenant with the Purchaser that the Developer in future, shall, at the request and cost of the Purchaser, or any of them, as the case may be, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Apartment or more effectually confirming the transfer of the Land Share attributable to the Said Apartment to the Purchaser.
- b. The Developer, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser or any one of them, cause to be produced to the Purchaser or their attorneys or agent for inspection the title deeds in connection with the Said Land in its custody and should give photocopies thereof and in due course of time, to handover all such title deeds to the association of the flat/unit owners, when formed.
- c. While handing over such documents, etc to the association of flat/unit owners, when formed, the Developer will also handover all relevant documents of the Project/Complex such as sanction plan, completion plan, completion certificate, electrical drawings, plumbing drawings, fire NOC, lift licenses, generator permissions, all AMC Documents, and all other relevant documents to the elected nominees/board of managers of the association.

#### **5. Mutual Covenants:**

**AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-**

**5.1 Transfer/conveyance of Common Area Share And User Rights:** The Purchaser has been categorically made aware by the Sellers that the Common Area Share And User Rights as defined in **Part II of the Fourth SCHEDULE**

hereunder written being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Sellers that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the Said Act read with the Said Rules as is applicable in the state of West Bengal) the Sellers would be under obligation, inter alia, to transfer the Common Areas as mentioned in the **THIRD SCHEDULE** hereunder written to the Association, (as defined below) when formed, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, upon receiving a request from the Sellers sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Sellers. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

**5.2 MAINTENANCE OF THE COMPLEX :** The Common Area comprised within the Project and/or in other parts of the Complex, as more fully described in the **Third Schedule** hereunder written, shall be in the exclusive control, management and administration of “**Southwinds Residents Association**” (the “**Complex Maintenance Body**”). The board of directors of the Complex Maintenance Body has already been constituted, for the time being, by seven applicants/members, all being the nominees of the Developer.

**5.2.1** Upon handover of the maintenance of the Complex to the Complex Maintenance Body, the seven nominated members of the Developer shall resign and the flat/unit owner’s nominee as selected by the Developer (on the basis of one representative from each of the building (block) of the Complex) will constitute the Board of Directors of the Complex Maintenance Body, (“**Interim Board Of Directors**”) which Interim Board of Directors of the Complex Maintenance Body will take over the maintenance and management

of the Complex. As soon as possible, the Interim Board of Directors will cause the flat/unit owners of each building (block) of the Complex to elect one representative from amongst themselves by election process to be so decided by them and the said elected representative will be taken as one of the directors in the Board of Directors of the Complex Maintenance Body. The election will be valid for 1 (one) year and after the expiry of each year, fresh elections will be held from amongst the members of each building (block) and the elected representative of each building (block) will then become a director of the Complex Maintenance Body. The retiring director will also be eligible to offer himself/herself for re-election. . The Purchaser (as also all other purchasers of all other unit/flat within the Complex) will each pay a sum of Rs. 1,000/- (Rupees One Thousand) to become a member of the Complex Maintenance Body. The Purchaser will be required to fill up the membership application form at the time of taking possession of the Said Apartment and the membership certificate of the Complex Maintenance Body will be issued to the Purchaser, in due course.

- 5.2.2** Within 3 (three) months of formation of the association of flat/unit owners of the Project (the “**Association**”) or as early as possible the Complex Maintenance Body shall take over the control, management and administration of all Common Areas within the Project. The Purchaser hereby agrees and undertakes that it shall be bound to become a member of the said Association and co-operate with the Developer fully and in all manner and sign all necessary documents, applications, papers, powers etc. with regard to becoming a member of the said Association and/or if required by the Developer, to execute and/or grant a specific power of attorney, (as per the prescribed format of the Developer) in favour of the nominee(s) of the Developer in order to enable the Developer to take up and complete all formalities required for the Purchaser to become a member of the said Association.

The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Developer shall also be transferred by the Developer to the said Association after adjustment of all dues of the Purchaser.

- 5.2.3** The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Sellers, hereunder reserved and/or belonging to the Sellers and also those that the Sellers or the Developer have hereafter reserved.

**5.3 CLUB MEMBERSHIP AND FACILITIES** - The Developer proposes to develop a Club having usual club facility. The Purchaser consents to be a member of this Club and to pay the initial membership fees as in applicable then. The use of the facilities shall be against payment of applicable charges thereof only and membership of the Purchaser shall be subject to rules and regulations made applicable therefore and be liable to be cancelled on non-payment or non-fulfillment. The membership and facilities at the said Club may be given to outsiders and /or to non-residents and/or any person who may or may not be a Co-owner in the Complex. In this regard it is clarified that the club facilities are expected to be operational only after the majority of the Purchaser of the Apartment/Units have moved into the Complex and also only after the club management and/or the Developer getting suitable professional operator at a reasonable cost for operating such club facilities. On the Club becoming functional, the Purchaser shall pay the charges as prescribed from time to time for running, maintenance, replacement and/or otherwise in respect of the Club and its fit outs, facilities and usage and shall also abide by the rules and regulations framed by the Developer or its authorized representative for proper management and use of the Club. All fit outs, equipment, sporting gear, furniture and fixture shall at all times be the absolute property of the said Association / Maintenance Body. The Purchaser, Co-owners, members, or any other person shall not at any time claim ownership regarding the same.

**5.3.1 Guest Rooms:** The Developer has made available Guest Rooms for the benefits of the Flat/Unit owners. The said Guest Rooms shall be available to the Flat/Unit Owners at cost to be decided by the Complex Maintenance Body

**5.4 Reticulated/centralized gas supply:** The Developer has made available to all the Flat/Unit owners reticulated gas bank pipe line in order to enable the Flat/Unit owners to avail reticulated gas supply. The Purchaser, as also all other co-owners of other Flats/Units will be mandatorily required to opt for this

facility on payment of usual charges, as may be fixed by the service provider. It is expected that this facility will, barring unforeseen circumstances, be operational after the majority of the Flat/Unit owners shift within the Complex and the Purchaser as also majority of the other flat/unit owners of the Complex submits necessary documents with the service provider.

**5.5 Cable/Broadband/Telephone Connection:** Provisions has been made only for two service providers as selected by the Developer for providing the services of cable, broadband, telephone etc. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated two service providers to all the Flat/Units.

**5.6 Bus Facility:** In house bus facility for commuting between the Complex and Garia Metro Station will be made available once majority of the Flat/Unit owners of the Complex shift into their respective flats within the Complex. The facility will be available on monthly payment basis and/or at such cost that may be decided by the Complex Maintenance Body. The said costs may be borne and paid by the Complex Maintenance Body, as part of common maintenance expenses to be realized from the Flat owners of the Complex including from the Purchaser.

**5.7** The Purchaser's proportionate share in all matters concerning the Said Apartment And The Rights Appurtenant There To shall be the proportion which the carpet area of the Said Apartment may bear to the carpet area of all the Apartments/Units of the Building/Project. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Sellers or the Association upon its formation shall be binding on the Purchaser.



**5.8** The Purchaser shall be and remain responsible for and to indemnify the Sellers and the Complex Maintenance Body against all damages costs claims demands and proceedings occasioned or to any person due to negligence or any act deed or thing made done or occasioned by the Purchaser and shall also indemnify the Developer against all actions claims proceedings costs expenses and demands made against or suffered by the Developer as a result of any act omission or negligence of the Purchaser or the servants agents licensees or invitees of the Purchaser and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Purchaser.

**5.9** Any delay or indulgence by the Developer in enforcing the terms of this indenture or any forbearance or giving of time to the Purchaser shall not be construed as waiver of any breach or non-compliance by the Purchaser nor shall the same in any way or manner prejudice the rights to the Developer.

**5.10** The Complex shall bear the name "**SOUTHWINDS**" or such other names as be decided by the Developer from time to time.

**5.11** This Indenture as aforesaid, contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Developer and/or the Sellers or its agents, servants or employees other than what is specifically set forth herein.

## **6. Interpretation:**

1. Words importing singular number, shall wherever applicable, include plural number.

2. Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.

3. Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.

4. Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**PART-I**

**(Said Land)**

**ALL THAT** the piece and parcel of land admeasuring 1606.9387 Decimal, more or less, comprised in several dag nos (as per details given below), under khatian nos. 1099 to 1128, 1263 to 1271, 1272 to 1299, 1300 to 1336, 1337 to 1348, 1371, 1412, 1413, 1483, 2138 to 2158, 2204 to 2213, 2215, 2218, 2219, 2448 to 2458, 79, 269, and 1183 to 1185 in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132, Ghoshal Para Road, Kolkata – 700148, West Bengal, and the Said land butted and bounded are as follows:-

ON THE NORTH :	L.R. Dag Nos. 303, 306, 492, 497, 491, 490(P), 311, 332, 478, 477, 547, 551, 566, 565, 599
ON THE SOUTH :	L.R. dag Nos. 530(P), 534, 575, 576, 572(P), 590(P), 593(P), 594, 598 and Road;
ON THE EAST :	L.R. Dag Nos. 308, 307, 306, 492, 497, 332, 480, 479, 478, 477, 528(P), 530(P), 534, 539(P), 538(P), 548, 547, 566, 563, 599, 593(P), 569, 570, 571 and Municipal Road;
ON THE WEST :	Southern E.M. By Pass.

<b>R.S. Plot No.</b>	<b>Area (in Decimal)</b>
304	44
305	15
478	10
481	136
482	6
483	2.53
485	60
486	83
487	34
488	38
489	33
490	4.28
492	3.3
493	20
496	25
498	9
499	8
500	8
501	39
502	23
503	17
504	20
505	17
506	59
507	24
510	38
511	5
512	19
513	20
514	20
515	48
516	25
517	17
518	17

519	14
520	8.17
539	3
540	6
541	6
542	6
545	9
546	49
567	38
568	94
572	37.92
573	8
574	19
587	1.63
589	7.07
590	5.82
591	49
592	64.9
593	16.65
595	9
596	24.9
597	1.9587
599	22.75
522	11
523	62
524	20
525	18.36
526	12
528	13
530	3
535	3
536	1
477	6.7
483	8
<b>Total</b>	<b>1606.9387</b>

**PART-II****(FOURTH PHASE LAND)**

**ALL THAT** one Block comprising of G+11 floors of residential units in land admeasuring 200.976 decimal, more or less, comprised in R.S. & L.R. Dag nos. 510(P), 515, 516(P), 517, 518, 519(P), 539(P), 540, 541, 542, 545, 546 and 572(P), under L.R. Khatian Nos. 1099 to 1102, 1107 to 1110, 1112 to 1122, 1124 to 1126, 1265 to 1267, 1347, 1348 and 2454 to 2458 in Mouza – Manikpur, J.L. No. 77, Police Station Sonarpur, District 24 Parganas (South) within the jurisdiction of Ward No.23 of the Rajpur Sonarpur Municipality and being Premises No.132, Ghoshal Para Road, Kolkata – 700148 the said land butted and bounded are as follows:-

On the North : Land under R.S. & L.R. Dag Nos. 510(P), 514(P), 519(P), 544, and Road.

On the South : Land under R.S. & L.R. Dag Nos. 516(P), 572(P), 571.

On the East : Land under R.S. & L.R. Dag Nos. 539(P), 538(P), 548 and 547(P).

On the West : Southern E.M. By Pass.

**THE SECOND SCHEDULE ABOVE REFERRED TO****(Particulars of title)**

Details of land held by 168 companies in the said land of 1606.9387 Decimals of Mouza - Manikpur, J.L. No.77

<b>Sl. No.</b>	<b>Deed No.</b>	<b>Year</b>	<b>Purchaser</b>	<b>L.R. Dag Nos.</b>	<b>Area Purchased (in decimal)</b>
1	1110	2010	Akashganga Tie-up Pvt. Ltd.	481	10
2	3527	2007	Mayfair Vyapaar Pvt. Ltd.	546	10
3	3531	2007	Balaji Retailers Pvt. Ltd.	574	10

4	3499	2007	Ekta Vinimay Pvt. Ltd.	542	6
				519	4
5	3523	2007	Tirupati Advisory Services Pvt.Ltd.	512	9
				516	1
6	3495	2007	Express Commodities Pvt. Ltd.	510	8
				573	2
7	3501	2007	Tirupati Consumer Goods Pvt. Ltd.	519	10
8	3525	2007	Kamrup Commercial Pvt. Ltd.	573	3
	7302	2018		523	2
9	3516	2007	Salasar Distributors Pvt. Ltd.	511	5
				574	5
10	3530	2007	Tanvi Tower Pvt. Ltd.	513	10
11	3514	2007	Zest Retailers Pvt. Ltd.	515	10
12	3515	2007	Uday Niwas Pvt. Ltd.	516	1
				546	9
13	3572	2007	Elite Consumer Goods Pvt. Ltd.	515	10
14	3526	2007	Kamrup Marketing Pvt. Ltd.	515	10
15	3574	2007	Salasar Consumer Goods Pvt. Ltd.	510	10
16	3496	2007	Kamrup Distributors Pvt. Ltd.	516	1
				545	9
17	3498	2007	Basukinath Vinimoy Pvt. Ltd.	546	10
18	3519	2007	Daffodil Vyapaar Pvt. Ltd.	546	10
19	3502	2007	Elite Commodities Pvt. Ltd.	515	8
				517	2
20	3562	2007	Zest Commercial Pvt. Ltd.	515	10

21	3522	2007	New Ways Consumer Goods Pvt. Ltd.	546	10
22	3566	2007	Sigma Consumer Goods Pvt. Ltd.	518	10
23	3570	2007	Murlidhar Trading Pvt. Ltd.	516	10
24	3500	2007	North East Consumer Goods Pvt. Ltd.	510	10
25	3578	2007	Ridhi Sidhi Niketan Pvt. Ltd.	513	10
26	3524	2007	Express Consumer Goods Pvt. Ltd.	517	10
27	3567	2007	Shivam Consumer Goods Pvt. Ltd.	510	10
28	3529	2007	Shivam Retailers Pvt. Ltd.	518	7
				573	3
29	3494	2007	North East Retailers Pvt. Ltd.	512	10
30	3577	2007	Srijan Realty Ltd. (Formerly known as Srijan Projects Pvt. Ltd.)	514	10
31	1586	2010	Aastha Niketan Pvt. Ltd.	499	8
32	1141	2010	Nilkanth Barter Pvt. Ltd.	516	2
				517	5
				535	3
33	1590	2010	Neelkanth Infrarealty Pvt. Ltd.	482	6
				574	4
34	1498	2010	Amravati Mercantile Pvt. Ltd.	506	3
				486	3
	1588	2010		304	4
35	1463	2010	Nirmal Kumar Agarwala	493	10
36	408	2008	Aungkor Tradelink Pvt. Ltd.	498	9
37	1114	2010	Pawanputra Consultants Pvt. Ltd.	488	10
38	1113	2010	Shagun Infrapromoters Pvt. Ltd.	488	10

39	1105	2010	Rameshwar Barter Pvt. Ltd.	481	10
40	1107	2010	N.K Tower Pvt. Ltd.	481	10
41	1108	2010	Vibgyor Merchants Pvt. Ltd.	481	10
42	1109	2010	Sitala Infradev Pvt. Ltd.	481	10
43	1111	2010	Landsdown Medicals Pvt. Ltd.	481	10
44	1580	2010	Jagmohan Tie-up Pvt. Ltd.	304	10
45	1142	2010	Maxmin Commercial Pvt. Ltd.	516	10
46	1438	2010	Parvati Tie-up Pvt. Ltd.	540	5
	1437	2010		483	5
47	1587	2010	Conquest Commercial Company Pvt. Ltd.	305	5
	1442	2010		496	5
48	1423	2010	Bhanu Vinimay Pvt. Ltd.	496	10
49	1585	2010	Damayanti Tradelink Pvt. Ltd.	304	10
50	1589	2010	Akashganga Barter Pvt. Ltd.	304	10
51	1581	2010	Sahansil Suppliers Pvt. Ltd.	304	10
52	1582	2010	Raghuveer Commotrade Pvt. Ltd.	305	10
53	1510	2010	Uday Infotech Pvt. Ltd.	486	10
54	1464	2010	Smita More	493	10
55	1504	2010	N K Regency Pvt. Ltd.	486	10
56	1505	2010	Rolcon Finvest Pvt. Ltd.	486	10
57	1396	2010	Ekdant Procon Pvt. Ltd.	481	6
	1397	2010		487	4
58	1474	2010	Maya Agarwal	505	7
	1439	2010		483	3
59	1412	2010	Adinath Devcon Pvt. Ltd.	481	10



60	1424	2010	Bhanu Tradelink Pvt.Ltd.	489	3
	1443	2010		522	6
				523	1
61	1413	2010	Amiya Barter Pvt. Ltd.	481	10
62	1100	2010	Apnapan Developers Pvt. Ltd.	481	10
63	1101	2010	Bhumi Vinimay Pvt. Ltd.	481	10
64	1102	2010	Liberal Consultancy Services Pvt. Ltd.	481	10
65	1103	2010	Jhilmil Consultants Pvt. Ltd.	481	10
66	1104	2010	Shraddha Properties Pvt. Ltd.	481	10
67	1422	2010	Ashish More	496	10
68	1425	2010	Rameshwar Commotrade Pvt. Ltd.	541	6
	7301	2018		523	3
69	1395	2010	Adinath Infracon Pvt. Ltd.	514	10
70	1469	2010	Rameshwar Tradelink Pvt. Ltd.	501	3
	1446	2010		503	7
71	1465	2010	Charulata Tradelink Pvt. Ltd.	503	10
72	1448	2010	Murari Barter Pvt. Ltd.	502	10
73	1449	2010	Charulata Tie-up Pvt. Ltd.	502	10
74	1470	2010	Amiya Tie-up Pvt. Ltd.	501	6
	1450	2010		507	4
75	1466	2010	Sameer Agarwala	507	10
76	1451	2010	Akruti Barter Pvt. Ltd.	507	10
77	1476	2010	Saroj Kumar Agarwal	505	10
78	1475	2010	Janpriya Mercantile Pvt. Ltd.	504	10
79	1124	2010	N.K. Hirise Pvt. Ltd.	506	10

80	1125	2010	Navketan Tie-up Pvt. Ltd.	506	10
81	1126	2010	Sadabahar Dealers Pvt. Ltd.	506	10
82	1136	2010	Bhanu Tie-up Pvt. Ltd.	540	1
				506	6
				539	3
83	1121	2010	Bhootnath Infotech Pvt. Ltd.	506	10
84	1122	2010	Eminently Traders Pvt. Ltd.	506	10
85	1405	2010	Badrinath Infrabuild Pvt. Ltd.	485	10
86	1430	2010	Anurima Mercantile Pvt. Ltd.	489	10
87	1472	2010	Piyush Agarwala	504	10
88	1409	2010	Balgopal Realdev Pvt. Ltd.	485	10
89	1407	2010	Ekdant Infraproperties Pvt. Ltd.	485	10
90	1421	2010	N.K Niketan Pvt. Ltd.	485	10
91	1419	2010	Bhagwati Infrapromoters Pvt. Ltd.	485	10
92	1417	2010	Shagun Realdev Pvt. Ltd.	485	10
93	1502	2010	Amiya Tradelink Pvt. Ltd.	486	10
94	1507	2010	Angira Sales Pvt. Ltd.	486	10
95	1509	2010	Devkripa Vanijya Pvt. Ltd.	486	10
96	1436	2010	Jagadhatri Vyapaar Pvt. Ltd.	489	10
97	1428	2010	Sumangal Dealtrade Pvt. Ltd.	489	10
98	1454	2010	Bijay Kumar Agarwal	501	10
99	1453	2010	Goldview Commotrade Pvt. Ltd.	501	10
100	1452	2010	Matribhumi Dealers Pvt. Ltd.	501	10
101	1447	2010	Murari Tie-up Pvt. Ltd.	500	8

102	1404	2010	Balgopal Infrapromoters Pvt. Ltd.	487	10
103	1402	2010	Bhagwati Infrarealty Pvt. Ltd.	487	10
104	1410	2010	Sitala Devcon Pvt. Ltd.	487	10
105	1116	2010	N K Agarwal Estates Pvt. Ltd.	488	8
106	1115	2010	New Age Trade Com Pvt. Ltd.	488	10
107	1500	2010	Rukmani International Pvt. Ltd.	486	10
108	1503	2010	Akruti Commotrade Pvt. Ltd.	486	10
109	8289	2011	Kyal Residency Pvt. Ltd.	520	2.17
	7303	2018	Kyal Residency LLP (formerly known as Kyal Residency Pvt. Ltd.)	522	0.75
				523	1
				523	2.25
110	1697	2011	Manisha Agarwal	502	3
	7386	2010		490	4.28
	7387	2010		483	2.53
111	1112	2010	N K Abbas Pvt. Ltd.	478	10
112	7385	2010	Kiran Agarwal	520	6
113	6823	2014	Aquablue Realty Pvt. Ltd.	567	2
				596	2
				597	1
	6821	2014		568	5
114	6823	2014	Silverbell Realty Pvt. Ltd.	567	2
				568	6
				596	2
115	6821	2014	Delmon Realty Pvt. Ltd.	567	2

				568	5
				599	3
116	6827	2014	Angelica Realty Pvt. Ltd.	567	2
				568	5
				595	2
				596	1
117	6827	2014	Silverling Realty Pvt. Ltd.	567	2
				595	2
				596	1
	6837	2014		568	5
118	6831	2014	Dumont Realty Pvt. Ltd.	567	2
				568	8
119	6831	2014	Morven Realty Pvt. Ltd.	567	2
				568	1
	7305	2018	Morven Realty LLP. (formerly known as Morven Realty Pvt. Ltd.)	523	3.75
120	6837	2014	Foxtail Realty Pvt. Ltd.	567	2
				568	5
				596	3
121	9901	2014	Bhuvi Dealtrade Pvt Ltd.	591	5
				591	5
122	10666	2014	Trimukh Regency Pvt. Ltd.	592	10
123	9990	2014	Arit Dealcom Pvt. Ltd.	592	2.5
				592	2.5
				592	2.5

				592	2.5
124	10036	2014		591	9
125	6949	2014	Angelica Vinimay Pvt. Ltd.	567	2
				568	5
				595	2
				596	1
126	6949	2014	Lily Commotrade Pvt. Ltd.	567	2
				595	2
				596	1
		7270	2014		568
127	6950	2014	Cornflower Enclave Pvt. Ltd.	568	5
	6953	2014		567	2
				596	2
				599	1
128	6950	2014	Magnolia Tradelink Pvt. Ltd	567	2
				568	5
				599	3
129	6952	2014	Cammerton Properties Pvt. Ltd.	567	2
				568	8
130	6952	2014	Cammerton Developers Pvt. Ltd.	567	2
				568	1
131	6953	2014	Yashomati Properties Pvt. Ltd.	567	2
				568	5
				596	3
132	7270	2014	Alpinia Commotrade Pvt. Ltd.	567	2

				568	5
				596	3
133	9949	2014	Poppy Tradelink Pvt. Ltd.	591	10
134	10669	2014	Gladiolous Builders Pvt. Ltd.	592	10
135	10668	2014	Delphinium Projects Pvt. Ltd.	587	1.63
	9898	2014		593	2.89
	7299	2018		523	5.25
136	9897	2014	Periwinkle Promoters Pvt. Ltd.	592	10
137	9899	2014	Freesia Venture Pvt. Ltd.	591	10
138	6137	2014	Danta Cityhomes Pvt. Ltd.	599	6.61
	2048			492	3.3
139	6137	2014	Sthira Nirman Pvt. Ltd.	599	9.14
140	6825	2014	Inesh Realbuild Pvt. Ltd.	567	2
				568	5
				595	1
				596	2
141	6825	2014	Padmesh Estates Pvt. Ltd	567	2
				596	3
	6829	2014		568	5
142	6829	2014	Padmesh Skyscraper Pvt. Ltd.	567	2
				568	5
				596	0.9
				597	0.9587
143	9950	2014	Trimukh Skyscraper Pvt. Ltd.	591	10
144	9900	2014	Aksaka Dealtrade Pvt. Ltd.	592	10

145	10667	2014	Kirati Homes Pvt. Ltd.	592	10
146	10666	2014	Akshi Vyapar Pvt. Ltd.	592	1.9
	9990	2014		592	3
	4300	2015		593	3.72
147	2632	2016	Supernova Realtors LLP	572	8.405
148	2637	2016	Redmaple Realtors LLP	572	8.405
149	2639	2016	Watertown Estates LLP	589	2.035
	7305	2018		522	3.75
150	4301	2015	Kalayogi Enclave Pvt. Ltd.	593	4.44
	7300	2018		522	0.5
				523	1.75
				523	3
151	2633	2016	Devpujan Infratech Pvt. Ltd.	572	5.405
152	2635	2016	Toronado Niwas Pvt. Ltd.	589	5.035
153	2638	2016	Ricardia Vincom Pvt. Ltd.	572	8.405
154	4302	2015	Rocana Builders Pvt. Ltd.	593	5.60
155	2634	2016	Aslesha Residency Pvt. Ltd.	572	7.3
156	2636	2016	Omana Tradecom Pvt. Ltd.	590	5.82
157	1516	2016	Aslesha Vinimay Pvt. Ltd.	525	8.36
158	1123	2010	Nirnidhi Tradelink Pvt. Ltd.	525	10
159	1456	2010	Parvati Tradelink Pvt. Ltd.	523	10
160	1455	2010	Mini More	523	10
161	1471	2010	Anchor Merchants Pvt. Ltd.	523	10
162	1445	2010	Nilamber Commerce Pvt. Ltd.	524	10
163	1429	2010	Rajendra Prasad Agarwal	524	10

164	1440	2010	Abinash More	477	6.7
165	9454	2010	Chowdhury Commercial Pvt. Ltd.	528	10
166	3956	2015	Durvish Burter Pvt. Ltd.	528	3
				530	3
				526	2
	3957	2015		536	1
167	7304	2018	Dhanprayog Tradecom Pvt. Ltd.	523	9
168	5173	2018	Megha Agarwala	526	10
					<b>1606.9387</b>

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**Common Area shown Phase wise**

**Common Areas for First Phase**

- Entire Land of the Project
- Children's play area
- Stage for Puja
- Adda zone
- Lawn for Community Function
- Landscaped podium with Open Air Theatre & Multipurpose Lawn
- Club
  - Gymnasium
  - Community hall
  - Multipurpose Halls
  - All common facilities & services for the Community Hall & Multipurpose Halls
  - Squash court
  - Library



- Indoor Games Room (Pool, Table Tennis, Card, Virtual Reality Games)
- Lounge
- Provision for Restaurant & Cafeteria
- Toddler zone
- Mini theatre
- Guest Rooms
- Swimming pool with deck
- Kid's pool
- Jacuzzi
- Changing room facilities & Steam Bath
- Club Toilets
- Club open terrace
- Kid's play Room
- Landscaped Sit Outs & Planters
- All Landscaped features over Podium & Ground level
- Association Office
- Roof Area
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilets at Ground Floor
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Pump Room
- Gas Bank
- Open to sky DG space
- Water Treatment Plant
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Utility Rooms, Store Rooms, Maintenance Room, Pool Plant Room, Security Room etc.
- All equipment, machineries & Pipe line installations for common use.

### **Common Areas For Second Phase**

- Entire Land of the Project
- Landscaped podium with Mini Football Ground & Multipurpose Lawn.
- Landscaped Sit Outs & Planters
- All Landscaped features over Podium
- Roof Area
- Lifts
- Common Staircases & Ramps
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- All Common Toilets at Ground Floor & Parking areas
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- Sewerage Treatment Plant
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Store Rooms, Staff Change Rooms etc.
- All equipment, machineries & Pipe line installations for common use.

### **Common Areas for Third Phase**

- Entire Land of the Project
- Roof Area
- Lifts
- Common Staircases
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilet at Ground Floor
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- Pump Room
- All Tanks, Reservoirs & Pits
- Water Treatment Plant
- Open to sky DG space

- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Store Rooms etc.
- All equipment, machineries & Pipe line installations for common use.

**Common Areas for Fourth Phase**

- Entire Land of the Project
- Community Hall
- All common facilities & services for the Community Hall
- Multipurpose Lawn
- Outdoor Gym
- Natural Water Body
- Landscaped Sit-Outs & Planters
- All Landscaped features at Ground level
- Roof Area
- Lifts
- Common Staircases
- Ground Floor Lobbies
- All floor Common Lobbies & Corridors
- Common Toilet at Ground Floor
- Fire Refuge Platforms
- All services Shafts & Ducts
- Internal Driveway
- All Tanks, Reservoirs & Pits
- All other Rooms & Areas for common services & facilities like Meter/Electrical Rooms, Gate Goomty etc.
- All equipment, machineries & Pipe line installations for common use.

&

Common Areas of HIRA Phase-First ,Second & Third

**IN ADDITION TO THE ABOVE ALL THAT** the right to use common areas and/or the portions of the entire Complex/Project/ future Phases to be developed, as and when registered under WBHIRA, and which will be earmarked/meant by the

Promoter for beneficial common use and enjoyment of the Allottee/occupants of the building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoter.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Part-I)**

**(Said Apartment)**

**ALL THAT** the residential apartment situated within the Project and delineated on the plan 'B' annexed hereto and bordered in colour "**YELLOW**" thereon **TOGETHER WITH** Balcony/ Verandah and the exclusive right to use the adjoining open terrace/open space, if any, also delineated on the map 'B' annexed hereto and bordered in colour "**YELLOW**" thereon **AND TOGETHER FURTHER WITH** the Right to use car parking space(s) ,if any, as per details given herein below;

- i) building/block being No : \_\_\_\_\_
- ii) Unit No. :
- iii) Carpet Area \_\_\_\_\_ sqft more or less
- iv) Balcony/Verandah\_\_\_\_\_sqft
- v) Area of the adjoining terrace/open space: \_\_\_\_\_ sqft.
- vi) with right to use pro rata share in [•] Sqft of the Common Areas including External wall thickness etc..
- vii) \_\_\_\_\_ No(s) of Open car Parking (135 sft. each more or less).
- viii) \_\_\_\_\_ No(s) of Open mechanical t car parking space (135 sft. each, more or less).
- ix) \_\_\_\_\_ No(s) of Covered car parking space (135 sft each more or less).
- x) \_\_\_\_\_ No(s) of Covered Mechanical car parking space, (135 sft. each, more or less).

(Part II)

**(Common Area Share And User Right)**

**ALL THAT** the undivided proportionate share as also the right to use the Common Areas (which common areas are morefully described in the Third Schedule herein above) along with the other occupants and maintenance staff. etc of the building/block/ Fourth Phase without causing any inconvenience or hindrance to them.

**THE FIFTH SCHEDULE ABOVE REFERRED TO****(Consideration)**

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_-) only for the Said Apartment And The Properties Appurtenant Thereto, paid by the Allottee Purchaser to the Developer in full and final satisfaction and the Company doth hereby admit and acknowledge the same.

**THE SIXTH SCHEDULE ABOVE REFERRED TO****(Exceptions and Reservations of Developer)**

Notwithstanding anything to the contrary elsewhere herein contained, the properties benefits and rights of the Developer mentioned hereinafter in this chapter shall be excepted and reserved unto the Developer and it is expressly agreed and understood by and between the Parties hereto as follows:-

1. The Developer shall be entitled to link the Said Land with added areas i.e. lands or landed properties adjacent and/or adjoining to the Said Land whether by acquiring in their names and/or in the names of any group company /associate/ sister concern/nominee (the “**ADDED AREA**”) the same and/or entering upon any negotiation or contract with the owners of the same and shall be entitled to give, take and/or share any right, title, interest, benefit, advantage etc., as between the Complex and the Added Area as the Developer may from time to time deem fit and proper. Without prejudice to the generality of the foregoing provisions and nonetheless in addition thereto, the Developer shall be at liberty to do all or any of the following acts

deeds and things from time to time relating to or arising out of the linking of the Said Land and Complex with Added Areas:-

- a. to amalgamate or merge the Added Areas or any part thereof with the Said Land and/or the Complex in such manner and to such extent as be deemed fit and proper by the Developer,
  - b. to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the Said Land for any sanction, construction, use and enjoyment of the Added Areas or any constructions and developments thereon;
  - c. to cause or allow building plans for constructions at the Added Areas to be sanctioned by using or showing the frontage or any other beneficial characteristics of the Said Land -
  - d. to utilize any additional constructed area that may be allowed or sanctioned in the Said Land and/or the new buildings or Complex thereon (by way of additional storey, additional building or otherwise) owing to any amalgamation or link with the Added Areas;
  - e. to combine and/or connect the Complex and the Added Areas or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access way, entry/exit points, clubs or any common or other facility {including the Common Areas and Installations) between the occupants of the Complex and the Added Areas in such manner and to such extent as the Developer may deem fit and proper.
2. In case of any construction or additional construction arising out of linkage with Additional Area or otherwise, there may be a consequential decrease in the said share in the land, but the Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Developer on account thereof.
  3. The purchaser doth hereby consent and confirm that the Developer shall be at liberty to have the Building plan modified and/or altered for construction reconstruction addition and/or alteration of or to the complex or any part thereto or due to arising out of any linkage with the Added Areas and/or for change of user of any built other than the designate Unit Provided that in case by such modification alteration and/or sanction the location or built up area of the designated unit is likely to be affected then the Developer shall take a consent in writing from the purchaser for such modification alteration and/or sanction.
  4. The purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Developer under clause 1 to 4 and their subclasses hereinabove (as applicable) and to all the provisions and stipulations

contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Developer and/or persons deriving title or authority from the Developer.

**SEVENTH SCHEDULE ABOVE REFERRED TO**

<b>Place of Execution</b>	<b>Kolkata</b>
<b>Date</b>	_____ day of _____, 2019.
<b>Particulars of Owner</b>	<ol style="list-style-type: none"> <li>1. PARVATI TIE UP PRIVATE LIMITED, (PAN: AAFCP2897L),</li> <li>2. NILKANTH BARTER PRIVATE LIMITED, (PAN: AADCN0352Q),</li> <li>3. AMRAVATI MERCANTILE PRIVATE LIMITED, (PAN: AAICA1370Q),</li> <li>4. BHANU VINIMAY PRIVATE LIMITED, PAN: AADCB9497J,</li> <li>5. AKASHGANGA BARTER PRIVATE LIMITED, (PAN: AAICA1425A),</li> <li>6. RAGHUVeer COMMOTRADE PRIVATE LIMITED, (PAN: AAECR5884Q),</li> <li>7. BHANU TRADELINK PRIVATE LIMITED, (PAN: AADCB9498H),</li> <li>8. AMIYA BARTER PRIVATE LIMITED, (PAN: AAICA1424B),</li> <li>9. RAMESHWAR TRADELINK PRIVATE LIMITED,</li> </ol>

	(PAN: AAECR5883K),
10.	MURARI BARTER PRIVATE LIMITED, (PAN: AAGCM3085N),
11.	JANPRIYA MERCANTILE PRIVATE LIMITED, (PAN: AACCCJ2739E),
12.	BHANU TIE UP PRIVATE LIMITED, (PAN: AADCB9609E),
13.	MURARI TIE UP PRIVATE LIMITED, (PAN: AAGCM3086R),
14.	AKRUTI COMMOTRADE PRIVATE LIMITED, (PAN: AAICA1421E) 1 to 14 all are the existing Companies registered under the Companies Act' 1956 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, Kolkata – 700 020, P.O.& P.S. Bhawanipore,
15.	NIRMAL KUMAR AGARWALA, (PAN: ACQPA6880J), son of Shri. Mamraj Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar;
16.	SAROJ KUMAR AGARWAL, (PAN: ACQPA6879D), son of Shri. Mamraj Agarwal residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar;
17.	PIYUSH AGARWALA, (PAN: ADDPA5887F), son of Shri. Brahmanand Agarwala residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S.Burrabazar;
18.	SAMEER AGARWALA, (PAN: AGUPA0634J), son of Shri. Brahmanand Agarwala, residing at P-10, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O.& P.S. Burrabazar,
19.	MAYA AGARWAL, (PAN: ADAPA7826M), Wife of Shri. Bijay Kumar Agarwala, residing at 35A, Ballygunge Park, 8th Floor, Kolkata – 700 019, P.O.& P.S. Ballygunj;
20.	BIJAY KUMAR AGARWALA, (PAN:



	<p><b>ACLP2172Q</b>), son of Late Shri. Ram Prasad Agarwal residing at 35A, Ballygunge Park Road, 8th Floor, Kolkata – 700 019, P.O. Ballygunj &amp; P.S. Karaya;</p> <p><b>21. SMITA MORE, (PAN: AJPPS3784D)</b>, Wife of Shri. Ashish More (PAN AFNPM4609M), residing at 18A, Mayfair Road, Kolkata -700 019, P.O. Ballygunj &amp; P.S. Karaya,</p> <p><b>22. ASHISH MORE (PAN AFNPM4609M)</b>, son of Rajendra Prasad Agarwal, residing at 18A, Mayfair Road, Kolkata – 700 019, P.O. Ballygunj&amp; P.S. Karaya;</p> <p><b>23. AUNGKOR TRADELINK PRIVATE LIMITED, (PAN: AACCA1580E)</b>, an existing Company registered under the Companies Act’ 1956 having its registered office at 27, Biplabi Trailakya, Maharaj Sarani, 3<sup>rd</sup> Floor, Kolkata – 700 001, P.O.&amp; P.S. Burrabazar;</p> <p><b>24. PAWANPUTRA CONSULTANTS PRIVATE LIMITED, (PAN: AADCP9036B)</b>, an existing Company registered under the Companies Act’ 1956 having its registered office at 135A, B R B Basu Road, 2ndFloor, Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street;</p> <p><b>25. RAMESHWAR BARTER PRIVATE LIMITED, (PAN: AAECR3928B)</b>, an existing Company registered under the Companies Act’ 1956 having its registered office at P-12, New Howrah Bridge Approach Road, Kolkata – 700 001, P.O. &amp; P.S. Burrabazar;</p> <p><b>26. JAGMOHAN TIE UP PRIVATE LIMITED, (PAN: AACCJ2738F)</b>, an existing Company registered under the Companies Act’ 1956 having its registered office at 84A, Chittaranjan Avenue, 1stFloor, Kolkata – 700 012, P.O.&amp; P.S. Burrabazar,</p> <p><b>27. MAXMIN COMMERCIAL PRIVATE LIMITED, (PAN: AADCM1408N)</b>, an existing Company registered under the Companies Act’ 1956 having its registered office at 135A, B R B Basu Road, 2ndFloor, Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street;</p>
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	<p><b>28. DAMAYANTI TRADELINK PRIVATE LIMITED, (PAN: AADCD3107D),</b> an existing Company registered under the Companies Act' 1956 having its registered office at 18A, Mayfair Road, Kolkata – 700 019, P.O. Ballygunj &amp; P.S. Karaya;</p> <p><b>29. SAHANSIL SUPPLIERS PRIVATE LIMITED, (PAN: AAJCS9177L),</b> an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2ndFloor, Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street,</p> <p><b>30. APNAPAN DEVELOPERS PRIVATE LIMITED, (PAN: AAFCA3485P),</b> an existing Company registered under the Companies Act' 1956 having its registered office at 84/A, Chittaranjan Avenue, 1st Floor, Kolkata – 700012, P.O.&amp; P.S. Burrabazar;</p> <p><b>31. LIBERAL CONSULTANCY SERVICES PRIVATE LIMITED, (PAN: AABCL1142N),</b> an existing Company registered under the Companies Act' 1956 having its registered office at 5 &amp; 6 Fancy Lane, Kolkata – 700 001, P.O.&amp; P.S. Burrabazar;</p> <p><b>32. JHILMIL CONSULTANTPRIVATE LIMITED, (PAN: AABCJ6814F),</b> an existing Company registered under the Companies Act' 1956 having its registered office at 135A, B R B Basu Road, 2ndFloor, Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street;</p> <p><b>33. RAMESHWAR COMMOTRADE PRIVATE LIMITED, (PAN: AAECR5881M),</b> an existing Company registered under the Companies Act' 1956 having its registered office at 78, Bentinck Street, 2ndFloor, Room No. 5B, Kolkata – 700 001, P.O. &amp; P.S. Lal Bazar;</p> <p><b>34. CHARULATA TRADELINK PRIVATE LIMITED, (PAN: AADCC8331Q),</b> an existing Company registered under the Companies Act' 1956 having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Kolkata – 700 001, P.O.&amp; P.S. Burrabazar;</p> <p><b>35. CHARULATA TIE UP PRIVATE LIMITED, (PAN:</b></p>
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	<p><b>AADCC8332P</b>), an existing Company registered under the Companies Act' 1956 having its registered office at P - 12, New Howrah Bridge Approach Road, 3rd Floor, Kolkata – 700 001, P.O.&amp; P.S. Burrabazar;</p> <p><b>36. AMIYA TIEUP PRIVATE LIMITED, (PAN: AAICA1423G)</b>, an existing Company registered under the Companies Act' 1956 having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Kolkata – 700 001, P.O. &amp;P.S. Burrabazar;</p> <p><b>37. AKRUTI BARTER PRIVATE LIMITED, (PAN: AAICA1369B)</b>, an existing Company registered under the Companies Act' 1956 having its registered office at 545/1, G. T. Road (South),1st Floor, Room No.31, Howrah – 711 101, P.O.&amp; P.S. Shibpur;</p> <p><b>38. SADABAHAR DEALER PRIVATE LIMITED, (PAN: AAJCS9178F)</b>, an existing Company registered under the Companies Act' 1956 having its registered offices at 135A, B R B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty, &amp; P.S. Hare Street;</p> <p><b>39. EMINENTLY TRADERS PRIVATE LIMITED, (PAN: AABCE3541J)</b>, an existing Company registered under the Companies Act' 1956 having its registered office at 18A, Mayfair Road, Ground Floor, South 24 Parganas, Pin – 700 019, P.O.&amp; P.S. Ballygunj;</p> <p><b>40. ANURIMA MERCANTILE PRIVATE LIMITED, (PAN: AAICA1422H)</b>, an existing Company registered under the Companies Act' 1956 having its registered office at 84A, Chittaranjan Avenue, 1stFloor, Suite No. 2, Kolkata – 700 012, P.O.&amp; P.S. Burrabazar.</p> <p><b>41. AMIYA TRADELINK PRIVATE LIMITED, (PAN: AAICA1426D)</b>, an existing Company registered under the Companies Act' 1956 having its registered office at1stFloor, 545/1, G.T. Road (South), Shyam Market, Howrah – 711101, P.O.&amp; P.S. Shibpur;</p> <p><b>42. JAGADHATRI VYAPAAR PRIVATE LIMITED, (PAN: AABCJ6815E)</b>, an existing Company registered under the Companies Act' 1956 having its registered</p>
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	<p>office at 14/1, Judges Court Road, Alipore, South 24 Parganas, Pin – 700 027, P.O. &amp; P.S. Alipore;</p> <p><b>43. AKASHGANGA TIEUP PRIVATE LIMITED, (PAN: AAICA1368A)</b> an existing Company registered under the Companies Act’ 1956 having its registered offices at P-12 New Howrah Bridge Approach, Kolkata – 700001, P.O.&amp; P.S.Burrabazar;</p> <p><b>44. SUMANGAL DEALTRADE PRIVATE LIMITED, (PAN: AANCS7058J),</b> an existing Company registered under the Companies Act’ 1956 having its registered office at 135A, B.R.B Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street;</p> <p><b>45. VIBGYOR MERCHANTS PRIVATE LIMITED, (PAN: AADCV1584A),</b> an existing Company registered under the Companies Act’ 1956 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata 700 001, P.O. Khengrapatty &amp; P.S. Hare Street;</p> <p><b>46. NAVKETAN TIE-UP PRIVATE LIMITED, (PAN: AADCN1538L),</b> an existing Company registered under the Companies Act’ 1956 having its registered offices at 135A, B.R.B. Basu Road, 2nd Floor Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street;</p> <p><b>47. GOLDVIEW COMMOTRADE PRIVATE LIMITED, (PAN: AADCG6348M),</b> an existing Company registered under the Companies Act’ 1956 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street;</p> <p><b>48. NEW AGE TRADECOM PRIVATE LIMITED, (PAN: AADCN1540N),</b> an existing Company registered under the Companies Act’ 1956 having its registered office at 135A, B.R.B. Basu Road, 2nd Floor, Kolkata – 700 001, P.O. Khengrapatty &amp; P.S. Hare Street.</p> <p><b>49. CONQUEST COMMERCIAL COPRIVATE LIMITED, (PAN: AABCC0163C),</b></p> <p><b>50. MATRIBHUMI DEALERS PRIVATE LIMITED, (PAN: AAECM5410D),</b></p>
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	<p><b>51. RUKMANI INTERNATIONAL PRIVATE LIMITED, (PAN: AABCR5550Q) ,49 to 51 all being existing Companies registered under the Companies Act' 1956 having their respective registered offices at 14, Netaji Subhas Road,1stFloor, Kolkata – 700 001, P.O.&amp; P.S. Burrabazar,</b></p> <p><b>52. LANSDOWN MEDICALS PRIVATE LIMITED, (PAN: AAACL8776H),</b></p> <p><b>53. SHRADDHA PROPERTIES PRIVATE LIMITED, (PAN: AADCS7082E),</b></p> <p><b>54. DAFFODIL VYAPAR PRIVATE LIMITED, (PAN: AACCD0400E),</b></p> <p><b>55. DEVKRIPA VANIJYA PRIVATE LIMITED,(PAN: AACCD4722H),</b></p> <p><b>56. ANGIRA SALES PRIVATE LIMITED, (PAN: AAFCA9336B),</b></p> <p><b>57. BHUMI VINIMAY PRIVATE LIMITED, (PAN: AACCB9850C),</b></p> <p><b>58. N K TOWER PRIVATE LIMITED, (PAN: AABCN7588E),</b></p> <p><b>59. ROLCON FINVEST PRIVATE LIMITED, (PAN: AABCR3611C),</b></p> <p><b>60. SRIJAN REALTY PRIVATE LIMITED, (PAN: AAHCS6112K), all existing Companies from 52 to 60 registered under the Companies Act 1956 having their respective registered offices at 36/1A, Elgin Road, South 24 Parganas, Pin -700020, P.O. Lala Lajpat Rai Sarani &amp; P.S. Bhowanipore</b></p> <p><b>61. SITALA INFRADEV PRIVATE LIMITED, (PAN: AANCS8446G),</b></p> <p><b>62. NEELKANTH INFRAREALTY PRIVATE LIMITED, (PAN: AADCN1861G),</b></p> <p><b>63. SHAGUN INFRASELLERSSS LIMITED, (PAN: AANCS8455P),</b></p>
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	<p>64. N K REGANCY PRIVATE LIMITED, (PAN: AACCN2962K),</p> <p>65. N. K. AGARWAL ESTATESPRIVATE LIMITED, (PAN: AAACN9635P),</p> <p>66. N K NIKETAN PRIVATE LIMITED, (PAN: AACCN2961L),</p> <p>67. EKTA VINIMAY PRIVATE LIMITED, (PAN: AABCE3711G),</p> <p>68. BASUKINATH VINIMAY PRIVATE LIMITED, (PAN: AACCB4717C),</p> <p>69. ELITE COMMODITIES PRIVATE LIMITED, (PAN: AABCE3069R),</p> <p>70. SIGMA CONSUMER GOODS PRIVATE LIMITED, (PAN: AAICS0644M),</p> <p>71. ZEST RETAILERS PRIVATE LIMITED, (PAN: AAACZ2012L),</p> <p>72. KAMRUP MARKETING PRIVATE LIMITED, (PAN: AACCK3396G),</p> <p>73. ZEST COMMERCIAL PRIVATE LIMITED, (PAN: AAACZ2013M),</p> <p>74. NORTH EAST CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCN9126A),</p> <p>75. SALASAR DISTRIBUTORS PRIVATE LIMITED, (PAN: AAICS0643N),</p> <p>76. SHIVAM CONSUMER GOODS PRIVATE LIMITED, (PAN: AAICS0642P),</p> <p>77. BALAJI RETAILERS PRIVATE LIMITED, (PAN: AACCB3792K),</p> <p>78. MURLIDHAR TRADING PRIVATE LIMITED, (PAN: AADCM8779N),</p> <p>79. EXPRESS COMMODITIES PRIVATE LIMITED, (PAN: AABCE3068Q),</p> <p>80. N K ABAAS PRIVATE LIMITED, (PAN:</p>
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	AABCN7821Q),
81.	ADINATH DEVCON PRIVATE LIMITED, (PAN: AAICA2134Q),
82.	EKDANT PROCON PRIVATE LIMITED, (PAN: AACCE3167D),
83.	UDAY INFOTECH PRIVATE LIMITED, (PAN: AABCU0640C),
84.	AASTHA NIKETAN PRIVATE LIMITED, (PAN: AAFCA7615K),
85.	SITALA DEVCON PRIVATE LIMITED, (PAN: AANCS8445F),
86.	BHAGWATI INFRAREALTY PRIVATE LIMITED, (PAN: AADCB9832F),
87.	BALGOPAL INFRASELLERSSS LIMITED, (PAN: AADCB9841J),
88.	BADRINATH INFRABUILD PRIVATE LIMITED, (PAN: AADCB9834D),
89.	BHOOTNATH INFOTECH PRIVATE LIMITED, (PAN: AADCB6920E),
90.	N.K. HIRISE PRIVATE LIMITED, (PAN: AACCN1231D),
91.	SHAGUN REALDEV PRIVATE LIMITED, (PAN: AANCS8454N),
92.	BHAGWATI INFRASELLERSSS PRIVATE LIMITED, (PAN: AADCB9833E),
93.	BALGOPAL REALDEV PRIVATE LIMITED, (PAN: AADCB9840K),
94.	TIRUPATI CONSUMER GOODS PRIVATE LIMITED, (PAN: AACCT0183E),
95.	MAYFAIR VYAPAAR PRIVATE LIMITED, (PAN: AAECM0340C),
96.	KAMRUP DISTRIBUTORS PRIVATE LIMITED, (PAN: AACCK3394E),

	<p><b>97. EXPRESS CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCE3066A),</b></p> <p><b>98. SHIVAM RETAILERS PRIVATE LIMITED, (PAN: AAICS0646K),</b></p> <p><b>99. TANVI TOWER PRIVATE LIMITED, (PAN: AACCT5076A),</b></p> <p><b>100. NORTH EAST RETAILERS PRIVATE LIMITED, (PAN: AABCN9125D),</b></p> <p><b>101. ADINATH INFRACON PRIVATE LIMITED, (PAN: AAICA2133K),</b></p> <p><b>102. SALASAR CONSUMER GOODS PRIVATE LIMITED, (PAN: AAICS0645L),</b></p> <p><b>103. KAMRUP COMMERCIAL PRIVATE LIMITED, (PAN: AACCK3395F),</b></p> <p><b>104. EKDANT INFRAPROPERTIES PRIVATE LIMITED, (PAN: AACCE3168N),</b> 61 to 104 all are existing Companies registered under the Companies Act' 1956 having their respective registered offices at 36/1A, Elgin Road, South 24 Parganas, Pin – 700 020, P.O. &amp; P.S. Bhowanipore.</p> <p><b>105. UDAY NIWAS PRIVATE LIMITED, (PAN: AAACU8216F),</b></p> <p><b>106. NEW WAYS CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCN9879J),</b></p> <p><b>107. ELITE CONSUMER GOODS PRIVATE LIMITED, (PAN: AABCE3067B),</b></p> <p><b>108. RIDHI SIDHI NIKETAN PRIVATE LIMITED, (PAN: AADCR2855A),</b></p> <p><b>109. TIRUPATI ADVISORY SERVICES PRIVATE LIMITED, (PAN: AACCT0182F),</b> 105 to 109 all are existing Companies registered under the Companies Act' 1956 having their respective registered offices at 85, Prince Anwar Shah Road, City High Tower - 3, Flat - 14J, South 24 Parganas, Pin - 700 033, P.O. Tollygunge &amp; P.S. Charu Market .</p>
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	<p><b>110. MANISHA AGARWAL, (PAN: ACSPA5053F)</b> wife of Pawan Kumar Agarwal residing at 135G, S.P. Mukherjee Road, South 24 Parganas, Pin – 700 026, P.O. &amp; P.S. Tollygunge;</p> <p><b>111. KIRAN AGARWAL, (PAN: ADAPA1222B)</b> wife of Shri. Shyam Sunder Agarwal residing at 135G, S.P. Mukherjee Road, Kolkata – 700 026, P.O. &amp; P.S. Tollygunge.</p> <p><b>112. KYAL RESIDENCY LLP (Formerly known as Kyal Residency Private Limited), (PAN: AARFK0385R),</b> registered under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, Kolkata – 700 020, P.O. Lala Lajpat Rai Sarani &amp; P.S. Bhowanipore,</p> <p><b>113. ANGELICA REALTY LLP (formerly known as Angelica Realty Private Limited), (PAN: ABGFA4583M),</b></p> <p><b>114. AKSHI VYAPAR LLP (formerly known as Akshi Vyapar Private Limited), (PAN: ABGFA4581K),</b></p> <p><b>115. ARIT DEALCOM LLP (formerly known as Arit Dealcom Private Limited), (PAN: ABGFA4580J),</b></p> <p><b>116. TRIMUKH REGENCY LLP (formerly known as Trimukh Regency Private Limited), (PAN: AALFT6823H),</b></p> <p><b>117. ELINA DEALERS LLP (formerly known as Elina Dealers Private Limited), (Pan: AAGFE0567J),</b></p> <p><b>118. AQUABBLUE REALTY LLP (formerly known as Aquablue Realty Private Limited), (PAN: ABGFA4579D),</b> all existing LLP's from 113 to 118 are registered under the Limited Liability Partnership Act, 2008 having its registered office at 36/1A, Elgin Road, South 24 Parganas, Pin – 700 020, P.O. Lala Lajpat Rai Sarani &amp; P.S. Bhowanipore.</p> <p><b>119. SILVERLING REALTY LLP (Formerly known as Silverling Realty Private Limited), (PAN: ADEFS1596G),</b></p>
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	<p><b>120. DUMONT REALTY LLP (Formerly known as Dumont Realty Private Limited), (PAN: AAMFD8009Q),</b></p> <p><b>121. MORVEN REALTY LLP (Formerly known as Morven Realty Private Limited), (PAN: ABDFM8667R),</b></p> <p><b>122. FOXTAIL REALTY LLP (Formerly known as Foxtail Realty Private Limited), (PAN: AAEFF9017G),</b></p> <p><b>123. BHUVI DEALTRADE LLP (Formerly known as Bhuv Dealtrade Private Limited), (PAN: AAQFB9535R),</b></p> <p><b>124. SILVERBELL REALTY LLP (Formerly known as Silverbell Realty Private Limited), (PAN: ADEFS1602H),</b></p> <p><b>125. DELMON REALTY LLP (Formerly known as Delmon Realty Private Limited), (PAN: AAMFD8063G),</b></p> <p><b>126. SUPERNOVA REALTORS LLP, (PAN: ACYFS6635B),</b></p> <p><b>127. REDMAPLE REALTORS LLP, (PAN: AATFR3959C),</b></p> <p><b>128. WATERTOWN ESTATES LLP, (PAN: AACFW1929N),</b> 119 to 128 all are existing LLPs registered under the Limited Liability Partnership Act' 2008 having their registered office at 36/1A, Elgin Road, South 24 Parganas, Pin – 700 020, P.O. Lala Lajpat Rai Sarani &amp;P.S. Bhowanipore.</p> <p><b>129. DANTA CITYHOMES PRIVATE LIMITED, (PAN: AAECD8483B),</b></p> <p><b>130. STHIRA NIRMAN PRIVATE LIMITED, (PAN: AATCS4460L),</b></p> <p><b>131. INESH REALBUILD PRIVATE LIMITED, (PAN: AADCI3865K),</b></p> <p><b>132. PADMESH ESTATES PRIVATE LIMITED, (PAN:</b></p>
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	<p><b>AAHCP4374Q),</b></p> <p><b>133. PADMESH SKYSCRAPPER PRIVATE LIMITED, (PAN: AAHCP4622K),</b></p> <p><b>134. TRIMUKH SKYSCRAPER PRIVATE LIMITED, (PAN: AAECT8174B),</b></p> <p><b>135. AKSAKA DEALTRADE PRIVATE LIMITED, (PAN: AAMCA5226H),</b></p> <p><b>136. KIRATI HOMES PRIVATE LIMITED, (PAN: AAFCK3550K),</b></p> <p><b>137. ROCANA BUILDERS PRIVATE LIMITED, (PAN: AAGCR8542M),</b></p> <p><b>138. ASLESHA RESIDENCY PRIVATE LIMITED, (PAN: AAMCA5911H),</b></p> <p><b>139. OMANA TRADECOM PRIVATE LIMITED, (PAN: AABCO9711C),</b> 129 to 139 all are the existing companies registered under the Companies Act' 1956 having their registered office at 6A, Elgin Road, 2nd Floor, Bhowanipore, South 24 Parganas, Pin – 700 020, P.O.&amp; P.S. Bhawanipore.</p> <p><b>140. ANGELICA VINIMAY PRIVATE LIMITED, (PAN: AAJCA9846J)</b> having its registered office at 84A, Chitta Ranjan Avenue, 1st Floor, Suite No. 2, Kolkata – 700 012 P.O. &amp; P.S. Bowbazar.</p> <p><b>141. LILY COMMOTRADE PRIVATE LIMITED, (PAN: AACCL1308F)</b> having its registered office at 1st Floor, Shop No. 30 &amp; 31, 545/1, G. T. Road (South), Shyam Market, Howrah – 711 101 P.O. &amp; P.S. Shibpur.</p> <p><b>142. CORNFLOWER ENCLAVE PRIVATE LIMITED, (PAN: AA ECC6075G)</b> having its registered office at 78, Bentinck Street, 2nd Floor, Room No. 5B, Kolkata – 700 001 P.O. &amp; P.S. Burrobazar.</p> <p><b>143. MAGNOLIA TRADELINK PRIVATE LIMITED, (PAN: AAHCM0527C)</b> having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 P.O. &amp; P.S. Burrobazar.</p>
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	<p><b>144. CAMERTON PROPERTIES PRIVATE LIMITED, (PAN: AAFCC6660C)</b> having its registered office at BE - 61, Sector - I, 1st Floor, Salt Lake, North 24 Parganas, Pin – 700 064, P.O. &amp; P.S. Bidhannagar.</p> <p><b>145. CAMERTON DEVELOPERS PRIVATE LIMITED, (PAN: AAFCC6663B)</b> having its registered office at BE - 61, 1st Floor, Sector - I, Salt Lake, North 24 Parganas, Pin – 700 064, P.O. &amp; P.S. Bidhannagar.</p> <p><b>146. YASHOMATI PROPERTIES PRIVATE LIMITED, (PAN: AAACY5109M)</b> having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 P.O. &amp; P.S. Burrobazar.</p> <p><b>147. ALPINIACOMMOTRADE PRIVATE LIMITED, (PAN: AAJCA9845M)</b> having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Shop No. 3, Kolkata – 700 001 P.O. &amp; P.S. Burrobazar.</p> <p><b>148. POPPY TRADELINK PRIVATE LIMITED, (PAN: AAGCP8205K)</b> having its registered office at P-12, New Howrah Bridge Approach Road, 3rd Floor, Room No. 309, Kolkata – 700 001 P.O. &amp; P.S. Burrobazar.</p> <p><b>149. GLADIOLUS BUILDERS PRIVATE LIMITED, (PAN: AAFCG6194D)</b> having its registered office at BE - 61, 1ST Floor, Salt Lake, Sector – I, Kolkata – 700 064, P.O. &amp; P.S. Bidhannagar.</p> <p><b>150. DELPHINIUM PROJECTS PRIVATE LIMITED, (PAN: AAECD1075B)</b> having its registered office at P-10, New Howrah Bridge Approach Road, Ground Floor, Room No. 13, Kolkata – 700 001 P.O. &amp; P.S. Burrobazar.</p> <p><b>151. PERIWINKLE SELLERSS PRIVATE LIMITED, (PAN: AAGCP4038A)</b> having its registered office at P-12, New Howrah Bridge Approach Road, 1st Floor, Room No. 119, Kolkata – 700 001 P.O. &amp; P.S. Burrobazar</p> <p><b>152. FREESIA VENTURES PRIVATE LIMITED, (PAN: AABCF8877A)</b> having its registered office at P-12, New</p>
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	<p>Howrah Bridge Approach Road, 1st Floor, Room No. 119 Kolkata - 700 001 P.O. &amp; P.S. Burrobazar.</p> <p><b>153. KALAYOGI ENCLAVE PRIVATE LIMITED, (PAN: AAFCK3943A)</b> having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No.3, Kolkata - 700 012 P.O. &amp; P.S. Bowbazar.</p> <p><b>154. DEVPUJANINFRATECH PRIVATE LIMITED, (PAN: AAECD4403D)</b> having its registered office at 14, Netaji Subhash Road, Kolkata – 700 001, P.O. Burrabazar, P.S. Hare Street.</p> <p><b>155. TORONADONI WAS PRIVATE LIMITED, (PAN: AAECT7178H)</b> having its registered office at 53/4, P.N. Middy Road, North 24 Parganas, Pin – 700 056, P.O. Belghoria, P.S. Nimta.</p> <p><b>156. RICARDIA VINCOM PRIVATE LIMITED, (PAN: AAGCR3671K)</b> having its registered office at 84A, Chittaranjan Avenue, 1st Floor, Suite No. 3, Kolkata – 700 012 P.O. &amp; P.S. Bowbazar.</p> <p><b>157. ASLESHA VINIMAY PVT. LTD., PAN: AAMCA5912E</b> an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata – 700 020, <b>P.O. &amp; P.S. Bhowanipore,</b></p> <p><b>158. NIRNIDHI TRADELINK PVT. LTD., PAN: AACCN3085H</b> an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 <b>P.O. Burrabazar, P.S. Hare Street,;</b></p> <p><b>159. PARVATI TRADELINK PVT. LTD., PAN: AAFCP2898F</b> an existing Company registered under the Provisions of the Companies Act' 1956,;</p> <p><b>160. MINI MORE, PAN AFBPM2283F,</b> wife of Mr. Abinash More, residing at 18A, Mayfair Road, Kolkata – 700 019. <b>P.O. Ballygunj P.S. Karaya;</b></p> <p><b>161. ANCHOR MERCHANTS PVT. LTD., PAN: AAICA1307P</b> an existing Company registered under the</p>
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	<p>Provisions of the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 <b>P.O.</b> Burrabazar <b>P.S.</b> Hare Street,;</p> <p><b>162. NILAMBAR COMMERCE PVT. LTD., PAN: AADCN1539M</b> an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 135A, B.R.B. Basu Road, Kolkata – 700 001 <b>P.O.</b> Burrabazar <b>P.S.</b> Hare Street,;</p> <p><b>163. RAJENDRA PRASAD AGARWALA, PAN ACJPA0807G</b> son of Late Shri. Ram Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019. <b>P.O.</b> Ballygunj <b>P.S.</b> Karaya;</p> <p><b>164. ABINASH MORE, PAN AEAPM8458A</b> son of Shri. Rajendra Prasad Agarwala, residing at 18A, Mayfair Road, Kolkata – 700 019 <b>P.O.</b> Ballygunj <b>P.S.</b> Karaya;</p> <p><b>165. CHOWDHURY COMMERCIAL PVT. LTD., PAN: AABCC3980D</b> an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 27, Brabourne Road, Narayani Building, 1<sup>st</sup> Floor, Room No. 103, Kolkata – 700 001 <b>P.O.</b> Burrabazar <b>P.S.</b> Hare Street,;</p> <p><b>166. DURVISH BARTER PVT. LTD., PAN: AAECD3388B</b> an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata – 700 020, <b>P.O. &amp; P.S.</b> Bhowanipore;</p> <p><b>167. DHANPRAYOG TRADECOM PVT. LTD., PAN: AAECD3487F</b> an existing Company registered under the Provisions of the Companies Act' 1956 having its registered office at 6A, Elgin Road, 2<sup>nd</sup> Floor, Bhowanipore, Kolkata – 700 020 <b>P.O. &amp; P.S.</b> Bhowanipore,;</p> <p><b>168. MEGHA AGARWALA, PAN ASQPS3627M</b> wife of Shri. Piyush Agarwala, residing at 6A, Iron Side Road, Kolkata – 700 019 <b>P.O.</b> Ballygunj <b>P.S.</b> Karaya;</p>
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	<p>All 1 to 168 being represented by their constituted attorney <b>SOUTHWINDS PROJECT LLP, (PAN ABJFS2172D)</b>, a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, P.O. <b>Bhawanipore, PS Bhawanipore, PIN 700 020</b>, represented by its authorized signatory _____ (PAN _____) s/o _____, by faith _____, by occupation _____, _____, duly authorized by the partners of the LLP in terms of the authority letter, dated _____,</p>
<b>Particulars of Developer</b>	<p><b>SOUTHWINDS PROJECT LLP, (PAN ABJFS2172D)</b>, a Limited Liability Partnership, incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its registered office at 6A, Elgin Road, P.O. <b>Bhawanipore, PS Bhawanipore, PIN 700 020</b>, represented by its authorized signatory _____ (PAN _____) s/o _____, by faith _____, by occupation _____, _____, duly authorized by the partners of the LLP in terms of the authority letter, dated _____,</p>
<b>Particulars of Purchaser</b>	<p>Mr./Ms. _____, (PAN _____), (Aadhar no. _____) son /daughter/wife of _____, aged about _____, by faith _____, by occupation _____, residing at _____ P.O. _____, P.S. _____,</p>

#### MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only being the full consideration payable under these presents for the Said Apartment and The Properties Appurtenant Thereto.

Sl. No	Date	Cheque No	Drawn on	Amount

\_\_\_\_\_  
 \_\_\_\_\_  
**DEVELOPER**

**IN WITNESS WHEREOF** the Parties hereto have executed this Conveyance at Kolkata on the day month and year first above written.

**Executed and Delivered** by the **Owner**  
 in the presence of :

1.

2.



**Executed and Delivered** by the  
**Developer** in the presence of :

1.

2.

**Executed and Delivered** by the  
**Purchaser** in the presence of:

1.

2.